



# Contracting Officer Representative Comprehension Course

Contracting Officer Representative Assist Team
Army Contracting Command-New Jersey



#### COR Class & Course

The purpose of this course is to train prospective Military and Government employees to function as nominated, designated, and appointed Contract Officer Representatives (COR).

Who we are:

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Student introductions:

Name, unit, state your experience as a COR or with contracts?



#### Terminal Learning

ACTION: To understant per cotal and responsibilities of a COR. To prepare and submit nomination packages, monthly reports and utilize the COR Tool to monitor the progress of submitted packages and reports.

CONDITIONS: Given an operational environment, the appointed COR will utilize the ACC Pamphlet 70-1, ACC-NJ COR Handbook, DoD COR Handbook and the VCE-COR Nomination & Appointment process

STANDARD: To function as a COR IAW DoD COR Handbook, regulations and policy and procedures for



## Agenda

Background/BasicQASP

S

- Ethics
- Contract Types
- Duties
- CORT Tool
- Surveillance
- Inspection

- GFP
- Trafficking in Persons
- WAWF
- CMR
- CPARS
- Construction



# Reference PCOs & COR duties and responsibilities are prescribed IAW:

- FAR/DFARS/AFARS
- DoD COR Handbook
- ACC Pamphlet 70-1
- COR Nomination & Appointment letter





#### A Little ACC

From early to the mid-1990's, the military experienced downsizing and a depletion of QA's and PCO's (Acquisition Reform) which led to...

- The Gansler Report
  - ✓ The AMC IG Mandate
  - ✓ An Inherent Material Weakness was Identified (COR Training)
- The stand up of the Army Contracting Command
- Section 813 of the National Defense Authorization Act for FY07 required DoD

to establish a panel on contracting Integrity to ID contracting vulnerabilities

that could lead to fraud, waste and abuse

#### Ongoing Issues:

 Weaknesses by leaders not invested in COR responsibilities and training.





#### What is COR & Why Are We Here?

A COR function as the "EYES & EARS" of the PCO and is the liaison between the Government and the contractor when executing surveillance responsibilities

 DFARS defines a COR as an individual designated in writing and authorized by

the PCO to perform specific technical and administrative functions

- Monitors contract per contract
- Act as liaison between the Government and contractor
- Conduct contract surveillance
- Ensure that the Government gets what they pay for
- Assists in developing contract QA
- Perform specific technical as authorized in writing &





#### **COR Training**

- **Type A** DAU CLC 106 COR with a Mission Focus
  - DAU CLM 003 Ethics Training or equivalent (Annual Requirent)
  - Trafficking In Persons (Annual Requirement)
  - Wide Area Work Flow (WAWF)
  - Local/theater/Mission Specific Training
  - ACC-NJ COR Comprehension Training

#### Type B - DAU 222 COR Online Training

- DAU CLM 003 Ethics Training or equivalent (Annual Requirement)
  - Trafficking In Persons (Annual Requirement)
  - Wide Area Work Flow (WAWF)
  - Local/theater/Mission Specific Training
  - ACC-NJ COR Comprehension Training
- Type Same training as type of
  - License or certificate as identified by the PCO or Requiring Activity

\*Refresher Training - Retake "DAU CLC 106 or DAU 222" as appropriate per COR type, every 3 years





#### Four COR Process Phases

#### Nomination, Designation and Appointment

- Complete training and refreshers as required
- Document completion of training
- Determine absence of personal conflicts of interest

Pre-Award: Work with the requiring activity and PCO

#### to:

 Participate as appropriate, in requirements definition/acquisition planning and contract formation processes, help create Performance Work Statement and Quality Assurance Surveillance Plan



# COR Process Phases Continued Post-Award

- Maintain individual COR files for each contract
- Understand contract terms and conditions
- Perform designated duties/responsibilities
- Provide reports on contract performance
- May <u>not</u> appoint, designate or redesignate COR responsibilities

#### **Termination of COR appointment**

- Furnish the PCO with a formal request for termination
- Transfer all reports and records
- Ensure that your replacement is thoroughly briefed, both verbally & in writing, on all important issues

Only the PCO has the authority to terminate the COR



#### Check On Learning

- What are the training requirements for Type B COR?
- The COR functions as the \_\_\_\_ and \_\_\_\_ for the CO?
- What is the minimum level of training for ACC-NJ CORs?



#### Ethics & Integrity

- •Different Set of Rules for Government Employees

  \*Must maintain public confidence in Government's business conduct
- Avoid Conflicts of Interest
  - √COI may affect ability to remain impartial
  - √Direct or indirect financial interest (OGE 450)
- Avoid Appearance of a Conflict of Interest
- •Be aware that accepting a bribe is a criminal offense!
  - ✓Something of value offered for preferential treatment
- •Never solicit gifts, regardless of dollar value



#### Reporting Gifts

Gratuities delivered to COR must be returned or if contractor

insists, COR must:

- Persuade contractor to take back the gratuity
- Pay the fair market value of the item
- Advise contracting and legal offices
- Write a memorandum for the record (MFR) that describes the circumstances and indicates the approximate value of the gratuity. Mention that legal advice was obtained

If in doubt, consult either ethics advisor or legal office first.

If not available, contact PCO!





#### COR Responsibilities

COR responsibilities are defined in FAR 1.602, DFARS 201.602, "Contracting Authority and Responsibilities," and DFARS PGI 201.602-2, "Responsibilities" and outlined in appointment letter

- Provide documented proof of training completion to the PCO via COR tool before the COR appointment letter is issued
- Assist in the preparation of a QASP for all contracts prior to contract award if identified before the QASP is produced
- Perform contract surveillance oversight of the contract's compliance with contract requirements and provide information regarding compliance to the PCO
- Do not perform functions above the CORs knowledge, skill ability level
  - Notify the PCO in writing if the delegated functions are above/outside the CORs skill level
- Maintain a file for each contract assigned

All duties delegated to the COR by the PCO must be in the appointment letter!

If the duty is not in the appointment letter, then the COR is NOT authorized to perform that duty

provide

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# Understand the requirements of the Contract — know the Government's parsity contracting Command New as well-as the contractor's. Questions about content or interpretation must be directed to the conderstanding the Contract

- Attend, with the consent of the PCO, the post-award conference to ensure that all parties have a clear understanding of the scope of the contract, the technical requirements, and the rights and obligations of the parties
- Develop quality assurance surveillance records, including surveillance checklists and schedules, and related files
- Have ready access to all technical publications and regulations referenced in the contract
- Review the Statement Of Work , Performance Work Statement, Performance Requirements Summary and QASP (as applicable)
- Electronic Document Access: <a href="https://eda.ogden.disa.mil/">https://eda.ogden.disa.mil/</a>
  Review Contract



#### Contracting Methods & Contract Types

Contracting Methods & Contract types are described in FAR Parts 13-18 as follows:

- Part 13 Simplified acquisition procedures
- Part 14 Sealed bidding
- Part 15 Contracting by Negotiation
- Part 16 Types of Contracts
- Part 17 Special Contracting Methods
- Part 18 Emergency Acquisitions



#### Selecting Contract Type

FAR 16.101. There are a number of different types of contract options available to the Government and contractors in order to provide the flexibility required to support the variety of needed supplies and services. Contract types vary according to the:

- The level of risk assumed by the contractor for the costs of performance
- Profit incentives offered to the contractor for achieving or exceeding specified standards



#### Factors In Selecting Contract

Types
FAR 16.104. Many factors should be considered by the PCO when selecting and negotiating contract type:

- Price competition
- Price analysis
- Cost analysis
- Type and complexity of the requirement
- Urgency of the requirement
- Period of performance or performance run
- Contractors technical capability and financial responsibility
- Adequacy of the contractors accounting system
- Concurrent contracts
- Extent and nature of proposed subcontracting
- Acquisition history



#### Negotiating Contract Type

FAR 16.103. Selecting contract type is a matter of negotiation and requires sound judgment by the PCO.

The objective is to negotiate a contract type and price that will result in reasonable contractor **risk** and provide the contractor with the greatest incentive for efficient and economical performance

#### Contract types are grouped into 2 broad categories:

- Fixed price contracts
- Cost-reimbursement contract



#### Fixed-Price Contracts

Fixed-Price Contract – the contractor agrees to perform at a fixed price, and bears the responsibility for increased costs of performance – FAR 16.201

- ✓ Risk on contractor
- Used for commercial items, or for goods and services that have set/known costs
- ✓ Generally not appropriate for R&D contract
- Firm-Fixed Price (FFP) not subject to any adjustment based on the Contractor's cost
  - ✓ Provides incentive for contractor to control costs
  - ✓ Minimum burden of admin on contracting parties
  - ✓ Few performance uncertainties, costs are known



#### Fixed-Price Contracts

- Fixed-Price Contract with Economic Price Adjustment (FP w/EPA) FAR 16.203
  - Provides for upward and downward modifications of contract pricing based on the occurrence of stated contingencies
  - ✓ Used in contracts where certain expected costs (labor or materials) are subject to "serious" price fluxuations
  - ✓ Adjustments based on known indexes for material or labor
  - ✓ Adjust based on actual costs



#### Fixed-Price Contracts

Fixed Price Incentive Contract (FPI) FAR 16.205 -Provides for

adjusting profit and establishing final contract price based on a

formula agreed upon at formation

- ✓ Parties establish a target cost
- ✓ Parties establish a ceiling cost (most that can be paid)
- ✓ At completion, parties negotiate final costs
- ✓ When final costs are less than the target cost, Contractor profits more
- ✓ When final costs are more than target costs, Contractor profits less



#### Fixed-Price Contracts

Fixed Price Award Fee (FPAF) FAR 16.404 - Provides for adjusting

award fee when Contractor performance cannot be objectively

#### measured

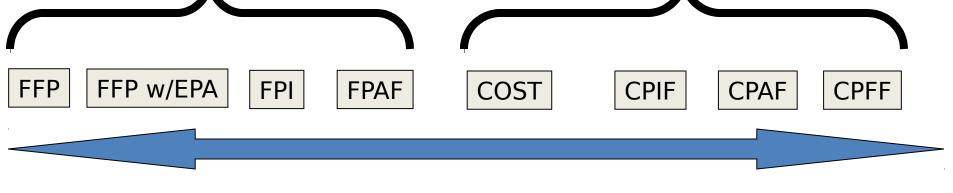
- ✓ Parties establish a fixed price (including profit) for effort
- ✓ Award fee (if any) will be paid in addition to fixed price.
- Establish an award fee board
- ✓ Provide periodic evaluation of Contractor performance through board



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# Risk Allocation Fixed Price Cost Reimbursement



**Contractor Risk** 

**Government Risk** 



- Government sets the total allowable costs
- Contractor cannot exceed these costs
- Funds must be available for total costs
- Government pays all allowable costs on contract
- Risks shifts from Contractor to Government



- Cost Contracts FAR 16.302 Contractor receives allowable costs but no fee evaluation by the government
  - ✓ Appropriate for R&D
  - ✓ Appropriate for non-profit organizations (universities)
- Cost Sharing Contracts FAR 16.303 Contractor reimbursed only for an agreed upon portion of its allowable costs
  - Normally used where Contractor will receive a substantial benefit from the effort (patents, computer programs, etc)



- Cost Plus Incentive Fee (CPIF) FAR 16.304 Provides for an initially negotiated fee to be adjusted later based on the total allowable costs to the total target costs
  - ✓ Specify total target cost, a target fee, and minimum and maximum fee
  - ✓ Actual fee is based on the relationship between the target costs and actual costs.
  - ✓ The closer the total costs are to the target cost, the less fee is earned. A contractor who was \$100 under target costs would get more fee than a contractor who was \$10 under target costs



- Cost Plus Award Fee (CPAF) FAR 16.305 –
   Contractor
  - receives its costs plus a fee consisting of a base amount and an award amount based on an evaluation by the government
    - ✓ Parties agree on estimated costs
    - ✓ Parties agree on base fee (limited to 3% of estimated cost, but could be as low as zero)
    - ✓ Award fee based on stated evaluation determined by the government
    - ✓ Evaluations come at stated intervals



- Cost Plus Fixed Fee (CPFF) FAR 16.404 –
   Contract price is the Contractor's allowable costs, plus a fixed fee set at award
  - ✓ Fixed Fee based on estimated costs (set at award)
    not the actual contract costs
  - ✓ Max Fee for R&D is 15% of estimated costs
  - ✓ Max Fee for other than R&D is 10% of estimated costs
  - ✓ Provides contractors only a minimum incentive to control costs



#### ID/IQ Contracts

- Indefinite Delivery /Indefinite Quantity
   Contracts Actual quantities and delivery schedules are unknown
  - -Requires the Government to order, and the contractor to furnish, at least a stated minimum quantity of supplies or
    - services.
- Indefinite Delivery/Definite Quantity Contract -Quantity and price are specified, but delivery dates are unknown
- Definite Delivery/Indefinite Quantity Contracts
  - supplies and services delivery schedule is known,



#### Indefinite Delivery Contracts

**Requirements Contract** – Government promises to buy all its

requirements (if any) from Contractor

- ✓ Government breaches when it buys from another source
- ✓ Government may/may not breach if it performs the work inhouse



#### Time and Material Contracts

- Used to contract for unknown price, when number of hours or materials are uncertain
- Gives no incentive to control costs, & perform in an efficient manner
- Can become costly
- Be wary of this contract structure





#### Questions?





#### COR Responsibilities in Pre-

Pre-Award: Work with the requiring activity & PCO to:

- Create a detailed description of the supply/service requirements
- Participate in the Acquisition Review or Source Selection Board (if required)
- Assist in preparation & submission of purchase request
- Participate in conducting market research
- Prepare an Independent Government Cost Estimate & evaluate proposals.

evaluate proposals

Ensure that participation in the pre-award process and performance of COR duties

or responsibilities are properly addressed in individual performance appraisals





#### COR Responsibilities in Post-

#### Typical COR post-awa Amead sibilities include:

- 1. Understanding the contract
- 2. Keeping files current and complete (and contracts separated)
- 3. Corresponding with the contractor
  - ✓ Electronic correspondence and email threads
- 4. Ensuring notifications are sent to the PCO
- 5. Monitoring contract performance via surveillance
  - Key to contract oversight and ensuring contractual compliance
  - ✓ I. e. training, travel, GFP, personnel and labor
- Conducting inspection & acceptance/rejection of deliverables
- 7. Ensure proper protection of proprietary and classified



#### COR Responsibilities in Post-

#### Typical COR post-awa A Weaploo sibilities include:

- 8. Managing problems/issues
- 9. Handling satisfactory and unsatisfactory performance
- 10. Tracking modifications
- 11. Technical expertise
- 12. Understanding COR limitations
- 13. Good communications
  - ✓ Good clear communication with the contractor and PCO is critical
- 14. Ensure termination of appointment/designation requested
- 15. Timely submission of CPARS





### Constructive Changes/Unauthorized

Commitments Unauthorized requirements levied on the contractor by Government personnel:

- Constructive change concept- when contractor performs work not part of scope but contractor relied upon some degree of government direction
- Contractor may submit a request for equitable adjustment
- Unauthorized commitment when a government representative who
   <u>does not</u> have the authority, binds the government to a commitment
- May be the result of documented or undocumented discussions with contractor personnel
- May be the result of acceptance of material or quantities of material not on the contract
- Make the government liable for actions, intended or not intended, by government
  - personnel who have no actual legal authority to obligate the government (no warrant)

Constructive changes often result from misunderstanding by the contractor of the Government representatives' apparent/implied authority





### Unsatisfactory Performance... What to do about it!

The COR must:

# Inform the PCO immediately if the contractor performance is

- Inv**ยเกอส***ห้อโจด***ช่วง สเทอ**เ**ปลยอยาการก**ล่าเก**ร้างครับการทำให**e COR and the contractor that carnot be resolved by the COR
- Work with the PCO to identify corrective actions and if necessary, make sure the contractor understands that the PCOs decisions are final
- Do not to take any action or give any direction that may be construed
   as an actual or constructive change
- At the direction of the PCO, enforce correction of deficient



### Contractor Delay Assessment

Before making a final determination, the COR must be certain that the contractor-

- Had little or no control over the circumstances that caused the delay, and
- Contractor could not have taken any Preemptive action to reduce the negative consequences of the delay.
- If the organization can prove these two assertions, then a "Yes" answer to any of the following questions means the delay was probably excusable...





### Check On Learning

- What should a COR do if the contractor is performing unsatisfactorily?
- What is often due to the misunderstanding by the contractor of the Government representatives' apparent/implied authority?
- All duties delegated to the COR by the PCO must be in the ?
- If in doubt about receiving gifts from contractors, who should you contact?
- What is the maximum dollar value gift that a COR can solicit Army Contracting Command "Agile, Proficient and Trusted"

  \*\*Agile, Proficient and Trusted\*\*



### Questions?





### **CORT Tool Introduction**

Utilization of the CORT Tool - Is a Senior leadership priority! ACC NJ monitors progress of the COR Tool

Visit the CORT Tool at: <a href="https://wawf.eb.mil">https://wawf.eb.mil</a>

- Used DoD wide
- Paperless
- CAC enabled
- Will allow:
  - ✓ Profile creation, COR appointment, certificate uploading.
  - ✓ Track contracts by COR &Track CORs by contract
  - ✓ Add, review, and store documents, such as a Status Report, COR trip report, correspondences and other miscellaneous documents to one or more of the COR appointed contracts

#### The CORT Tool:

- Tracks contract status
- Can be used to terminate individual CORs against Army issued contracts
- Can provide necessary forms for reports and appointment
- Serves as the Official COR File

The Help Desk can be reached at 866-618-5988 or at disa.ogden.esd.mbx.cscassig@mail.mil.



### **CORT Tool Roles**

- ➤ Contracting Officer Representative (COR)
- ➤COR Supervisor/Commander
- Contracting Officer (CO)
- Contract Specialist (CS)
- ➤ Administrative Contracting Officer (ACO)
- ➤ Quality Assurance Point of Contact (QAPOC)
- ➤ Manager (MNGR)
- ➤ Auditor (AUD)
- Department Administrator (DA)





### COR Profile

- Select "COR" Profile from the menu
- > Create or update a profile
- Self nominate as a COR on a contract
- View the status of your nomination
- Cancel a nomination
- View documents submitted on a contract

Upload documents for a specific contract or order to the online file associated with the

nomination







### **COR Profile**

- ➤ Work Address Enter your work address
  - ✓ City/APO Location of City or "FPO/APO"
  - ✓ State Select your State from the drop
  - ✓ Zip Code
- ➤ County US is default
- ➤ DEROS If deployed, enter your retu
- ➤ Certified Acquisition Official Select
  - ✓ No (Default)
  - √ Yes







### COR Profile

Level of Certification \*

Level 1

Level 2

➤ If **No** is selected, an entry is required for both the Career

Experience and the Experience Level

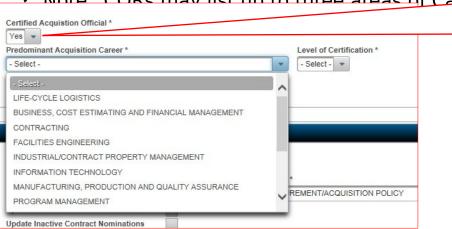
✓ Career Experience- Indicate the COR area of expertise;

(ex. Engineering Technician, Level IV, Scientist, Mechanical Engineer)

✓ Experience Level (15 characters max)

(indicate the number of years... ex. 11 years)

✓ Note: CORs may list up to three areas of Ca





- If Yes, select an applicable predominant Acquisition Career Field from the drop down menu
- ... select an applicable Level of Certification





### COR Profile

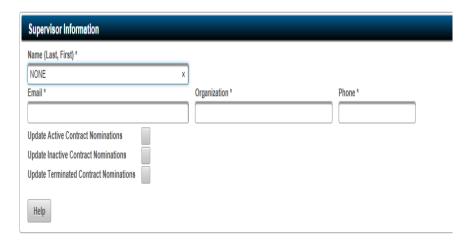


- ➤ In the Supervisor Information section
  - ✓ Start typing the first three or four letters of your supervisor last name;
  - ✓ If your supervisor has a WAWF account, their name will show up in the dropdown;
  - ✓ Select your supervisor name
- \*. . . email, Organization Name and Phone number are auto populated





### COR Profile



#### NOTE:

- If your supervisor DOES NOT have a WAWF account,
  - ✓ The name will not be displayed in the dropdown;
  - ✓ Select NONE and ask supervisor to create account
  - ✓ Update with supervisor name after supervisor WAWF account is created





# COR Profile: Change/Updating A Supervisor



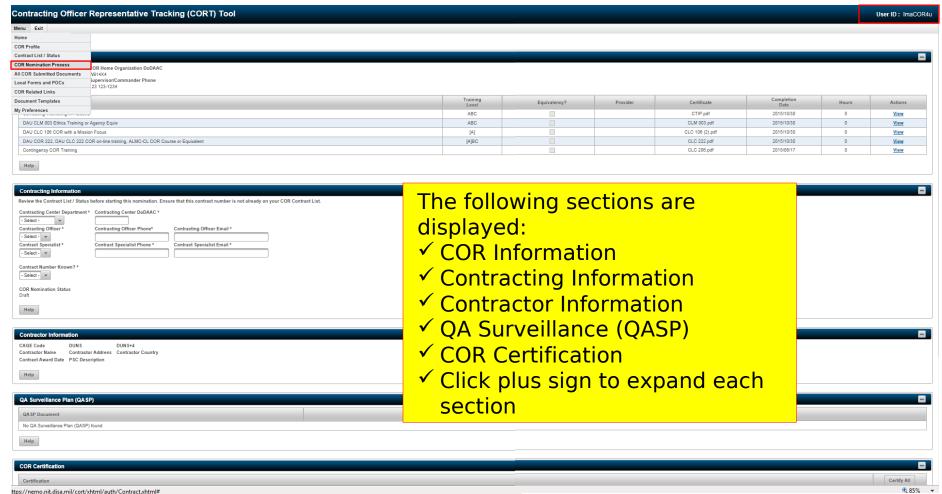
- ➤ When updating your profile to change supervisor, you <u>may</u> transfer all contract nominations to a new supervisor, by typing in the new supervisor's name and checking the boxes below as applicable:
  - ✓ Update Active Contract Nominations
  - ✓ Update Inactive contract nomination and/or
  - ✓ Update Terminated contract nominations; click SAVE

Note: Do not check any of the boxes if the contract nominations are to stay with the previous supervisor





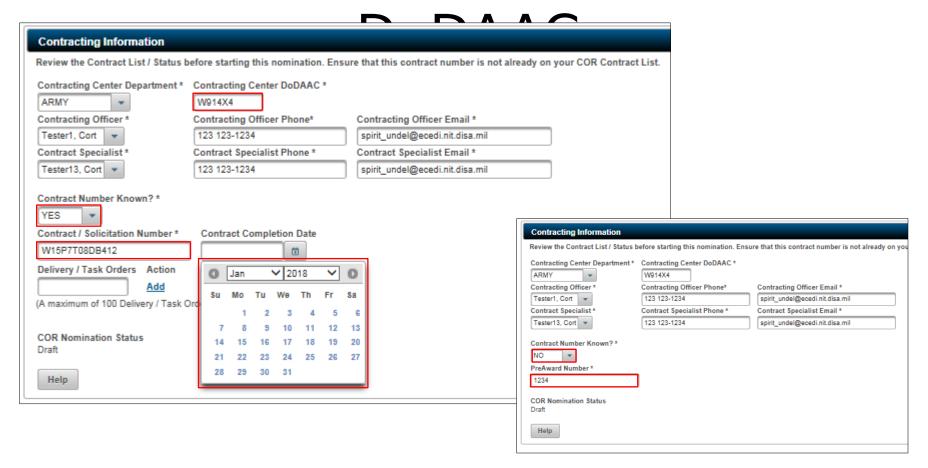
### Self Nominating a COR in







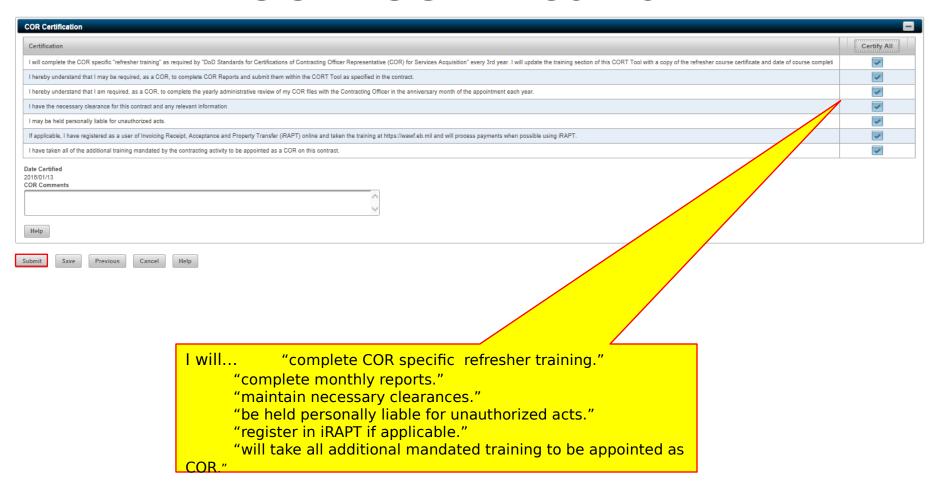
### Selecting the PCO & Adding the







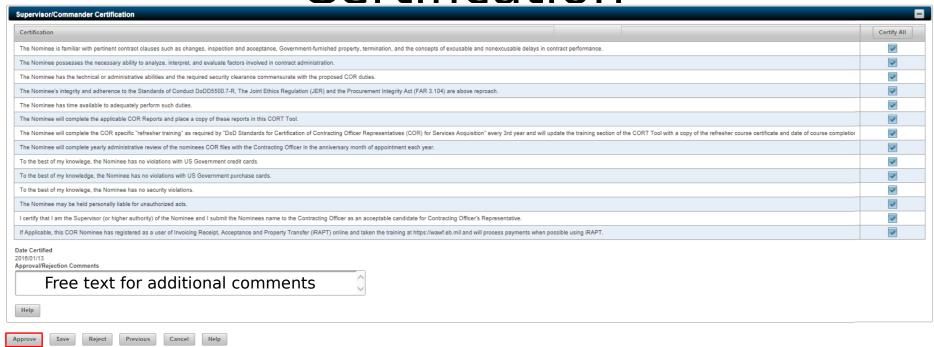
### **COR Certification**







### Supervisor/Commander Certification





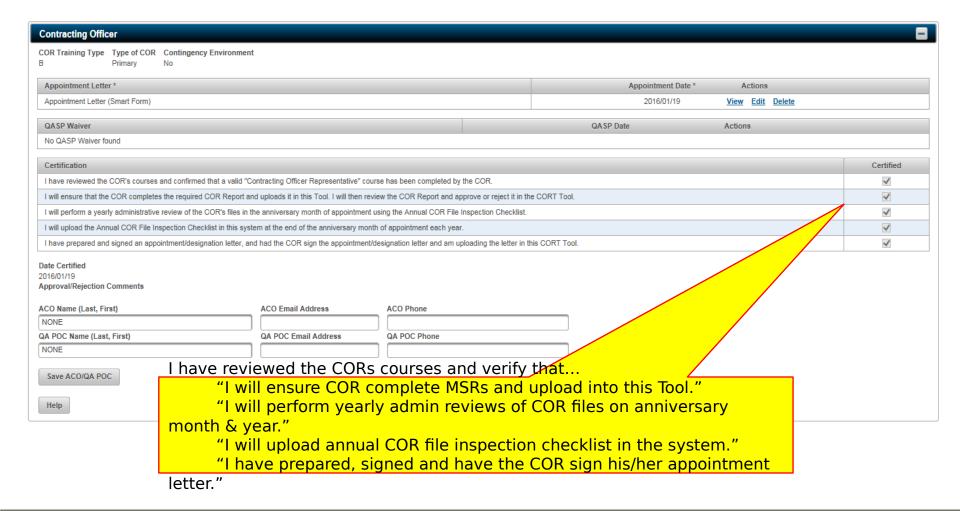
### Requirements as Supervisor/Commande

- Review a COR nomination
- Cancel, approve, or reject a COR nomination
- > View all documents submitted on a contract by the COR
- View the status of all of your CORs nomination
- > View a list of all actions assigned by COR(s) you supervise





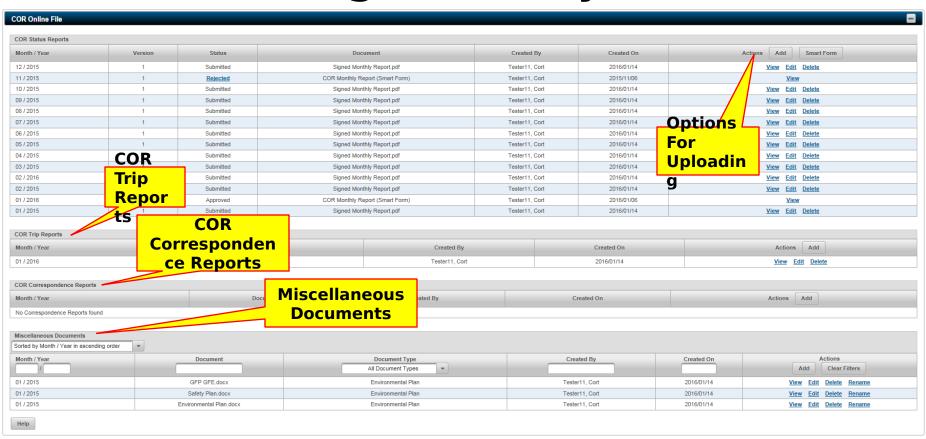
### **PCO** Certification







# Submitting Monthly & Other







### Recap: CORT Tool

COR file should be able to tell the story!

#### The COR shall maintain:

- Comprehensive files
- Separate file for each contract
- Load ALL correspondence from the contractor
- Contact the PCO upon completion of the contract for COR file disposition instructions for any paper or electronic documents not maintained in the CORT Tool
- Any paper or electronic records that pertain to unsettled claims, open investigations or cases unsettled under litigation
- Destroy duplicate copies of file documents after close-out
- Correspondence relating to contract performance





### Resources

- ➤ COR Tool Helpdesk
  - √ Help Desk Telephone Number: 866-618-5988
  - ✓ Email: <u>disa.ogden.esd.mbx.cscassig@mail.mil</u>
- ➤ Online Training
  - https://wawftraining.eb.mil/xhtml/unauth/web/wbt/WbtSummary. xhtml



### Questions?





#### Government Surveillance

Why the Government Conducts Surveill

- Mandated by FAR Parts 46, 52 & DFARS 2
- To assure customer/soldier support
- Assess how well the contractor is perform
  - ✓ Cost control, Timeliness (schedule/delivery), Quality, Business Relations, Management of key personnel, customer satisfaction & Compliance
- Determine if cost, schedule, and quality requirements are being met
- Assess that processes are working
- Discover areas where improvements may be needed (Contact PCO)
- May be delegated by the PCO



#### Government Surveillance

#### What Does Surveillance Accomplish?

- Measures contractor performance against contractual requirements
- Highlights performance trends
- Feeds into process for determination of Award Fee
- Influences contractor's Past Performance Reports
- Reduces risk to Government





# Jersey Jovernment Surveillance Contract

# Requirements http://farsite.hill.af.mil

FAR Part 46.102 (Quality Assurance Policy) - Says that - - Agencies shall ensure:

- Contracts include inspection and other quality requirements
- Supplies or services tendered by contractors must meet contract requirements
- Government contract QA is conducted before acceptance... by or under the direction of Government personnel

FAR 46.105 - (Contractor Responsibilities) (52.246-4)... The contractor is responsible for:

- Controlling the quality of supplies or services
- Tendering to the Government supplies or services that conform to contract requirements
- Maintaining evidence that the supplies or services conform to contract quality requirements

FAR Part 46.4 - (Government Contract QA) states:





## Government Surveillance Contract Requirements

http://farsite.hill.af.mil

FAR Part 46.3 -- Contract Clauses

- 52.246-2 -- Inspection of Supplies -- Fixed-Price.
- 52.246-3 -- Inspection of Supplies -- Cost-Reimbursement.
- 52.246-4 -- Inspection of Services -- Fixed-Price.
- 52.246-5 -- Inspection of Services -- Cost-Reimbursement.
- 52.246-6 -- Inspection -- Time-and-Material and Labor-Hour.
- 52.246-7 -- Inspection of Research and Development -- Fixed-Price.
- 52.246-8 -- Inspection of Research and Development -- Cost-Reimbursement.
- 52.246-9 -- Inspection of Research and Development (Short Form).
- 52.246-11 -- Higher-Level Contract Quality Requirement.
- 52.246-12 -- Inspection of Construction.

continued



### Government Surveillance Types

#### Scheduled Surveillance

Surveillance actions that have been pre-planned and documented on the monthly Surveillance Schedule

#### **Unscheduled Surveillance**

All other surveillances occurring during a performance period

- Can be identified in QASP, but occurring outside the schedule
- Any contract requirement <u>not</u> identified in the QASP



# Government Surveillance Inspection Schedule Example Inspection Schedule

Task	Method	Frequency	When (1 <sup>st</sup> Qtr)		(2 <sup>ND</sup> Qtr)	(3 <sup>RD</sup> Qtr)	(4 <sup>™</sup> Qtr)		
1. Monitor what (C.3.1.1)	100%	As Requir ed	As Requir ed		Requir		As Requi red	As Requi red	As Requi red
2. Verify what (C.3.1.2)	Random	Monthly	2 <sup>nd</sup> Wk, Wed		4 <sup>th</sup> Wk, Fri	1 <sup>st</sup> Wk, Tue	4 <sup>th</sup> Wk, Thu		
3. Evalua te What (C.3.1. 3)	Periodic	Quarterly	Nov, 1 <sup>st</sup> Wk, Mon		Feb, 3 <sup>rd</sup> Wk, Tue	Apr, 2 <sup>nd</sup> Wk, Fri	Sep, 4 <sup>th</sup> Wk, Wed		
4. Annota te-	Custome r Complain ts	Weekly	Fri	_	OR OFFI	e			
Inclusive list of all your		Daily, Bi- Monthl y,							





### Surveillance Schedule - Post-

				<b>a</b> r		Sch di le					
"FOR OFFICIAL USE ONLY" (When Completed)											
1) Contract #: <b>HQ0011-Z-16-0001</b>						2) Contractor: ABC Company					
3) Functional Area: <b>Tech</b>						4) Surveillance Period: 3 <sup>rd</sup> Quarter					
5) COR/QA	5) COR/QAE: <b>Joe Jobs</b>										
7) Planned Date for Surveillan ce	8.a) PWS # 5.14	8.b) PWS # 1.6.8	8.c) PWS # 1.6.9.1	8.d) PWS # 1.6.10	8.e) PWS # 1.6.18	8.f) PWS # 5.2	8.g) PWS # 5.3	8.h) PWS # 5.10	8.i) PWS # 1.6.1	8.j) PWS # 5.11	8.k) PWS # 5.20
2 May 09			X					X			
6 May 09		X							X		
15 May 09					X	X				X	
19 May 09	X			X							
28 May 09							X				X



#### Government Surveillance Checklist

Surveillance Checklist Key Points: Conduct contract surveillance

#### Creating the CHECKLIST

- Identify the Contract Number and Section
- Always reference the contract paragraph number from the requirement
- Include measurable performance standards
- Define importance of evaluation elements (Key Performance Indicators)

#### Completing the CHECKLIST

Identify the period of Surveillance





Sample Surveillan ce Checklist

-Excerpt only - More elements needed on complete checklists

COR Inspection Checklist & Data Report: (Firm Fixed Price Contract) Revision Dec 07				
Contractor: Kamal M. Al Sultan Co. W.L.L. (KMS) (Black and Gray Water)		Meeting Contract Requirement		
Contract Number: W912D1-06-D-1234				
Service Provided: Black and Gray Water Removal	Requir			
COR Name: Joe Jobs	<b>S</b>			
Date: For the Month of February 2012	YES	NO		
1. Does the Contractor furnish fully functional suction trucks and maintain them in satisfactory condition? Satisfactory condition means that the exterior equipment of the truck shall be free of contaminants. PWS 3.1	×			
Comments:				
2. Does the Contractor ensure that all hoses used to pump out tanks are free of leaks and also are pliable? PWS 3.1.1	х			
Comments:				
<b>3.</b> Does the Contractor ensure that employees properly secure and store the hoses after each cleaning to ensure no spillage while driving the vehicle? PWS 3.1.1	х			
Comments:				
4. Does the contractor ensure all spills are cleaned up in a timely matter i.e., within one (1) hour? PWS 3.2	х			
Comments:				

Х



# Government Surveillance & Reports Using COR Tool

#### Conducting Surveillance

- Notify Contractor Quality upon entering area to perform surveillance
- Perform surveillance IAW QASP and checklist
- Document your method and actual performance observed
- Brief Contractor Quality of surveillance results prior to departing area and provide copy of written Deficiency Report - if applicable

#### COR Surveillance Reports to PCO using COR Tool should include:

- Completed schedule
- Completed checklist
- Summary Comments (normally memo format)
- Copies of Deficiency/Non-conformance



### Check On Learning

- What does Government surveillance accomplish?
- COR Surveillance Reports to PCO using COR Tool may include what?
- Should you share your inspection schedule with the contractor?



### Questions?



### Inspection Methods

Inspection – examination or testing of supplies and/or services to

determine whether they conform to contract requirements

Frequency of Government Inspections and Evaluation Methods

- None contractor is responsible
  - √ \$150,000 and below
  - ✓ Commercial Items
- Daily, Weekly, Monthly & IAW QASP Schedules
- COR must continually monitor contractor performance throughout the contract



#### Acceptable Inspection Methods

- 100% Inspection All outputs or services are monitored
  - ✓ Requires extensive COR time, documentation, and coverage
  - ✓ Should only be used for complex, critical, or life support services
- 2. Random Inspection Used when surveillance resources are limited
  - ✓ Use a sampling guide
  - ✓ Use: <u>www.random.org</u>
- 3. Planned Inspection The government can pre-plan for inspections:

When the contract has:

- ✓ Performance milestones to reach
- ✓ Scheduled Tests





#### Acceptable Inspection Methods

- 4. Periodic Inspection Used to monitor contractor activities for:
  - Protection against deterioration or damage to supplies in storage
  - ✓ Precautions to assure adequate storage conditions that guard against theft or handling during storage
  - ✓ Government furnished materials or property protection
  - ✓ Around the clock support to the customer (i.e. 24 hour dining facility)

#### **Customer Complaints:**

- ✓ Used when Government resources are limited
- ✓ Should be part of the contract
- ✓ COR must investigate customer complaints
- Should not be the primary method of surveillance





#### Inspection Location

#### Place of Inspection

- At Source
  - ✓ When equipment for testing is on-site.
  - ✓ Packaging will be destroyed
  - At Subcontractors
    - ✓ If major subcontractor
    - ✓ Contract will specify

- At Destination
  - ✓ Off-the-shelf supplies
  - ✓ Commercial items
  - ✓ Service contracts (place of performance)







#### Check On Learning

low many methods of inspections are there and what are th

low many places of inspection are there and what are they?

What is normally the place of inspection for service contracts



#### Questions?



#### Quality Assurance Surveillance Plan (QASP)

A QASP is defined as: The government's inspection plan. It documents methods and metrics used to measure contractor performance against the requirements in the contract

The QASP basically describes:

The COR plan for surveying and documenting who,
 what,
 where when and how the contractor will be

where, when, and how the contractor will be monitored

The government's surveillance/inspection methods



#### Why Do we Need a QASP?

## DFARS SUBPART 246.4 Government Contract Quality Assurance:

 For contracts for services, the contracting officer should prepare a quality

assurance surveillance plan to facilitate assessment of contractor performance

#### DFARS - 237.172 Service Contracts Surveillance

Should be prepared along with the Performance Work
 Statement or

Statement of Objectives

Should be tailored to address sing performance risks

Army Contracting Command Trusted"



#### The QASP Details

- The QASP is based on contract performance requirements, but is **not** part of the contract
- Is tailored to determine oversight of select contract requirements
- Determines how the contractor is performing
- Is updated as risk or contract requirements change
- Is the basis of contract performance reports to the PCO
- The Performance Requirements Summary (PRS) may be included



#### Developing the QASP

- Tools for Developing the QASP:
  - ✓ Focus on Contract Performance Requirements (PWS/PRS)
  - ✓ Contractor's Quality Control Plan (QCP) if available
- Should be created in conjunction with the PWS using Contract

Requirements!

- Contains narrative and details that define:
  - ✓ PWS Requirements/Critical Tasks
  - ✓ Evaluation Methods (100%, Random Sample, Planned Sample)
  - ✓ Surveillance Frequency (weekly, monthly, quarterly)
  - ✓ Documentation Requirements
     (Deficiency Reports, Evaluation Reports to PCO, COR Tool entry, etc.)



#### The QASP Components

- Introduction : Purpose
- Roles and Responsibilities
  - ✓ Contracting Officer Representative
  - ✓ Contracting Officer
- Description of Services
  - ✓ Scope of Work
- Quality Requirements
  - ✓ Quality Control Program
- Surveillance
  - ✓ Unacceptable Performance
- Documentation Requirements
- Performance Requirements Summary (PRS)
  - ✓ Performance Evaluation
  - ✓ Performance Objectives, Indicators, Thresholds, and Surveillance Methods





## Questions?





## Government Furnished Property (GFP)

Five types/categories of government property may be provided:

- Material
- Agency peculiar
- Sensitive
- Special test equipment
- Real Property

#### Reasons the Government Provide GFP:

- Lower prices more economical to furnish property
- Contract performance may be expedited
- Assists Small Business
- Installation facilities available or Government resources are idle





#### GFP

#### Responsibilities

FAR 52.245-1 - Describes Contractor & Government Responsibilities

#### **Contractors** are:

- Liable for Government property (check contract for type and terms)
- Required to maintain property records and accountability for all GFP
- Generally responsible for damage or loss
- Required to manage, use, preserve, protect, repair, track, and maintain GFP

#### The <u>Government</u> is responsible for:

- Providing Government Property in condition to function as intended
- Allowing contractors to use Government property to





## COR GFP Responsibilities

When designated to oversight GFP, the COR should review the contract and listed property to ensure Government Property is:

- Used IAW the contract requirements
- Used correctly and to max extent
- Used only on the specified contract
- Surveilled & official records documented
- Justified by the Contractor if idle
- Protected and tracked by the contractor
- Alerting the PCO of any delay of GFP that may delay contractor performance
- Reviewing the contractor property management procedures and advising the PCO of deficiencies and recommendations
- Ensuring the contractor reports loss, theft, damage, or destruction (LTDD) of GFP during contract performance to the





## COR Requirements for Trafficking in

#### Persons

According to the United Nations, human trafficking "involves the movement of people through violence, deception or coercion for the purpose of forced labor, servitude or slavery-like practices."

#### FAR 52.222-50, Combating Trafficking in Persons:

- Mandatory in all solicitations and contracts
- Contractors and employees shall not engage in trafficking in persons
- The United States Government has a "Zero Tolerance" policy regarding trafficking in persons

#### DFARS/PGI 222.1703(v) states:

Quality assurance surveillance plans (QASPs) should appropriately describe how

the COR will monitor the contractor's performance regarding



#### Trafficking in Persons

#### COR Requirements:

- •COR should read and understand the FAR/ DFARS clauses
- Must be aware of how contractors treat their employees
- Document and describe in the QASP how they will monitor the
- contractor's performance regarding Combating Trafficking in Persons
  - Document any observed issues or non-compliance
- Do not engage the contractor in discussion as it relates to these activities nor share your opinion!





## Oversight Execution for Trafficking in Persons

Performance Objective/PWS Reference Paragraph	Performance Indicator	Standard	Performance Threshold	Method of Surveillance	Remedy
Part II, Section I- Contract Clauses; 52.222-50, Trafficking in Persons	IAW FAR 52.222- 50 Contractor Requirements: The contractor shall- (1) Notify its employees of (i) The U.S. Government's Zero Tolerance policy. (ii) Actions that will be taken against employees for violations of this policy. (2) Take appropriate action.	Validate that the contractor: (1) Conducted training or kept records with employee signature as understandin g of U.S. Zero Tolerance policy.  (2) Has a documented list of what the contractor cites as appropriate actions to violations.  (3) Documented the number of violations to date (if any).	100% compliance required due to U.S. Zero Tolerance policy.	Conduct periodic inspection iaw COR surveillance schedule.  (1) Review meeting/ training /signature records as proof of contractor to employee notification.  (2) Validate actions taken by the contractor are documented and if employees are found to be in violationmatches those in FAR 52.222-50 (e)(1).  (3) Review violations and document contractor actions.	The contractor's failure to comply with this FAR clause may result in: (1) Requiring the contractor to remove an employee from the performance of this contract. (2) Requiring the contractor to terminate a subcontract. (3) Suspension of contract payments. (4) Loss of award fee. (5) Termination of contract for default or cause. (6) Suspension or debarment.



#### Check On Learning

- What are some of the COR's responsibilities in terms of GFP?
- Where are we required to describe how the COR will oversight Trafficking in Person?
- When should you engage the contractor in a

discussion relating to suspicions of Trafficking in



## Questions?





# Documenting & Acceptance in Invoicing Receipts, Acceptance & Property Transfers (iRAPT)

#### Acceptance

- Constitutes acknowledgment that supplies/services conform with contract quality and quantity requirements
- Is the responsibility of the PCO
  - ✓ May be designated to the COR.

Acceptance is generally accomplished in one of four ways:

- ✓ Electronic signature in the Wide Area Workflow (WAWF) system
- ✓ Signature on Form DD250 (Material Inspection and Receiving Report)
- ✓ Signature on Form DD1155 (Order for Supplies or Services)

Cianatura on Form CF 1/10 /Caliaitation/Cantract/Order for

\*At registration, ensure that the CORs self register using THEIR organization DoD Activity Address Code (DODAAC)





## Jersey Jocumenting & Acceptance in Invoicing Receipts, Acceptance & Property Transfers COR Responsibilities: (iRAPT)

- COR must review all invoice documents for accuracy pertaining
- CORPSTATUSE HIGH PARTE PT OF APPROVE products/supplies unless there is a basis for confidence in conformance to contract
- **Neigerirements**: onfidence exists, the COR must escalate the
- Ensure all invoices receive prompt attention 5 days usually
- For cost reimbursement, time and materials and labor hour contracts, the COR can review but not approve invoices
- If problems are indentified in performance or review of invoices, COR must notify the PCO so that issues can flow to DCAA





# Documenting & Acceptance In Invoicing Receipts, Acceptance & Property Transfers (iRAPT)

- The COR's signature constitutes acknowledgement that the supplies or services conform to contract requirements
- Approving an invoice generally signifies acceptance

#### If not designated, the COR should only

- Inspect supplies/services
- Provide PCO with recommend for acceptance/rejection

#### Interest penalties

- The COR must process invoices promptly. If the Government fails to make payment by the due date, the designated payment office must automatically pay an interest penalty
- The due date is the later of two events (1) the 30th day after the designated billing office receives a proper invoice from the contractor or (2) 30th day after Government acceptance of supplies delivered or services performed. Specific due dates are as stated in each individual contract



Security -



#### iRAPT Formally Known As WAWF

**WideArea**WorkFlow e-Business Suite v 5.6.0

User ID: EDIPI1058382597

Welcome to Wide Area Work Flow e-Business Suite



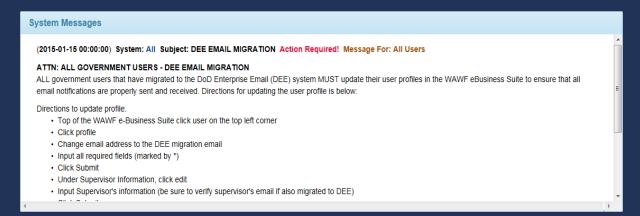
Invoicing, Receipt, Acceptance, and Property Transfer (Formerly WAWF)



Electronic Document Access



myInvoice

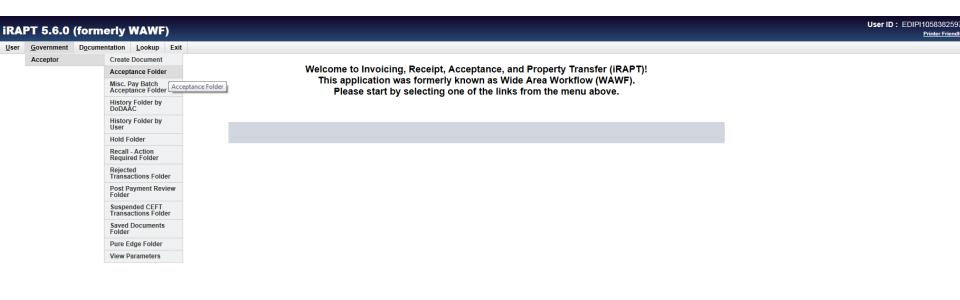


Last Access Date: 2015/02/20 09:06:58

Security and Privacy Accessibility Government Customer Support Vendor Customer Support FAQ



#### iRAPT Formally Known As WAWF continued





#### UNCLASSIFIED

## Army Contracting Command New Jersey



NVV/	1
DoDAAC* *Register	
W15QKN using	4
Contract Number YOUR	Delivery Order
organizati	
Vendor (Payee) / Vendor (Payee) Extension  On DoD  Activity	Ship From / Ship From Extension
Contract Number  Vendor (Payee) / Vendor (Payee) Extension  Shipment No.  Code  Code	Delivery Order  Ship From / Ship From Extension
Shipment No. Code	Invoice Number
(DODAAC)	
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Type Document	Status
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Create / Update Date (YYYY/MM/DD)	Create / Update Date End (YYYY/MM/DD)
2013/03/10	2013/04/09
Acceptance Date (YYYY/MM/DD)	Acceptance Date End (YYYY/MM/DD)
Invoice Received Date (YYYY/MM/DD)	Invoice Received Date End (YYYY/MM/DD)
Estimated Delivery Date (YYYY/MM/DD)	Estimated Delivery Date End (YYYY/MM/DD)
Result Size	Result Font
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Submit Help	

User ID: EDIP

User Government Documentation Lookup Logout

Acceptance Folder for 'W15QKN' (125 items, sorted by Contract Number Ascending)

. —																		
Item	Туре	Vendor (Payee)	DUNS	DUNS+4 Ext	ct   Contract Number ▲	<b>Delivery Order</b>	r Shipment Number	Submitted	MA		Purge	Hold	Invoice Number	Submitted	Received	Status	Purge Hold	Amount
81	Invoice 2in1	1JWE2	043232482		W15QKN12C0070		SERA010	2013-04-09	7	an	4	,	405406	2013-04-08	2013-04-08	Submitted	<u>H</u>	\$ 93,494.25
82	Invoice 2in1	1Y4J5	112136572		W15QKN12C0085		<u>SER0003</u>	2013-04-5	<b>&gt; i</b> i	nvoi	$ic \leq$	<u>H</u>	<u>UCC0003</u>	2013-04-04	2013-04-04	Submitted	<u>H</u>	\$ 33,000.00
83	Invoice 2in1	4UYY6	786997739		W15QKN12C1002		PICATMAR13	2013-04-05	5 "		` <b>&gt;</b>	<u>н</u>	PICATMAR13	2013-04-03	2013-04-03	Submitted	<u>H</u>	\$ 20,414.91
84	Invoice 2in1	343U1	171507960		W15QKN12D0001	0001	<u>\$ER1266Z</u>	2013-04-10	7	e	3	H	<u>SER1266Z</u>	2013-04-10	2013-04-10	Submitted	<u>H</u>	\$ 4,018.56
85	Invoice 2in1	343U1	171507960		W15QKN12D0001	0004	<u>SER1267</u>	2013-04-10	Z , r	num	b. Z	<u>H</u>	<u>SER1267</u>	2013-04-10	2013-04-10	Submitted	<u>H</u>	\$ 4,504.92
86	Invoice 2in1	343U1	171507960		W15QKN12D0001	0007	<u>SER1268Z</u>	2013-04-10	2013-	1 4 4 1	ea	<u>H</u>	<u>SER1268Z</u>	2013-04-10	2013-04-10	Submitted	<u>H</u>	\$ 3,424.91
87	Invoice 2in1	343U1	171507960		W15QKN12D0001	0009	SER1269	2013-04-10	2013-03-3	<b>Very</b>	Susmitted	<u>H</u>	SER1269	2013-04-10	2013-04-10	Submitted	<u>H</u>	\$ 9,660.00
88	Invoice 2in1	343U1	171507960		W15QKN12D0001	0010	<u>SER1270</u>	2013-04-10	2013-03-31		Submitted	<u>H</u>	<u>SER1270</u>	2013-04-10	2013-04-10	Submitted	<u>H</u>	\$ 4,975.00
89	Invoice 2in1	343U1	171507960		W15QKN12D0001	0011	<u>SER1271</u>	2013-04-10	2013-03-31		Submitted	<u>H</u>	<u>SER1271</u>	2013-04-10	2013-04-10	Submitted	<u>H</u>	\$ 37,743.80
90	Invoice 2in1	24290	187675624		W15QKN12D0004	0002	<u>SERS003</u>	2013-03-19	2013-02-11		Submitted	<u>H</u>	<u>13060</u>	2013-03-19	2013-03-19	Submitted	<u>H</u>	\$ 21,131.31
91	Invoice 2in1	1VMH9	044528792		W15QKN12D0027	0011	<u>SERS408</u>	2013-04-09	2013-04-08		Submitted	<u>H</u>	32241IN	2013-04-09	2013-04-09	Submitted	<u>H</u>	\$ 52,175.70
92	Combo D/D	3KEK1	129708587		W15QKN12D0042	0001	<u>SLK0012</u>	2013-04-08	2012-05-11		Submitted	<u>H</u>	<u>11110112</u>	2013-04-08	2013-04-08	Processed		\$ 36,575.46
93	Invoice 2in1	8T303	040403800		W15QKN12F0001		<u>64720</u>	2013-04-10	2013-04-10		Submitted	<u>H</u>	<u>64720</u>	2013-04-10	2013-04-10	Submitted	<u>H</u>	\$72,692.60
94	Invoice 2in1	0ECV6	177049236		W15QKN12F0047		<u>SER0006</u>	2013-04-08	2013-03-31		Submitted	<u>H</u>	0006	2013-04-08	2013-04-08	Submitted	<u>H</u>	\$ 851,900.14
95	Invoice 2in1	3GY33	134662993		W15QKN12P0059		<u>5834B</u>	2013-04-10	2012-10-31		Submitted	<u>H</u>	5834B	2013-04-10	2013-04-10	Submitted	<u>H</u>	\$ 2,957.91
96	Combo D/D	1S2H9	010230287		W15QKN13C0003		AAA0315	2013-04-08	2013-04-08		Submitted	<u>H</u>	OMT435	2013-04-08	2013-04-08	Processed		\$ 124,989.66
97	Combo D/D	1RYA6	172413759		W15QKN13C5000		15021085A	2013-04-09	2013-03-18		Submitted	<u>H</u>	15021085A	2013-04-09	2013-04-09	Suspended		\$ 142,462.83
98	Combo D/D	51439	038527537		W15QKN13P0005		<u>FTI2786</u>	2013-03-27	2013-03-26 E	4	Submitted	<u>H</u>	<u>52786</u>	2013-03-27	2013-03-27	Suspended		\$ 26,963.63
99	Combo D/D	51439	038527537		W15QKN13P0005		FT12850	2013-03-27	2013-03-27		Submitted	<u>H</u>	<u>52850</u>	2013-03-27	2013-03-27	Suspended		\$ 37,169.04
100	Invoice 2in1	4AB54	198052941		W52P1J11D0046	0001	102016	2013-04-08	2013-04-08		Submitted	Н	102016	2013-04-08	2013-04-08	Submitted	Н /	\$ 51,308,19

FAMA

Launches the actual contract!

Takes you to the invoice!

First Prev 01 02 03 04 05 06 07 Next Last [-] Shipment [-] Inv







#### UNCLASSIFIED

## Army Contracting Command New Jersey



		TO LETON OF CONTENT	1. CONTRACT ID	CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	ATION/MODII	FICATION OF CONTRACT	U		1   3
MENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5	PROJECTN	O.(Ifapplicable)
	25-Feb-2013	FAD3138P010012			
SSUED BY CODE	H92254	7. ADMINISTERED BY (If other than item 6)	CODE	S3605	Α
PECIAL OPERATIONS FORCES SPT ACTY		DCMA DAYTON BUILDING 30 AREA C			
LDG 3 BLUE GRASS STATION 149 BRIAR HILL ROAD		1725 VAN PATTON DRIVE WRIGHT PATTERSON AFB OH 45433-5302			
DINGTON KY 40516-9723					
			9A. AMENDMEN	TT OF SOL	ICITATIONI NO
JAME AND ADDRESS OF CONTRACTOR OCKHEED MARTIN CORPORATION	(No., Street, County,	state and Zip Code)	JA. AMENDALE	VI OF 30L	ICITATION NO.
5749 BRIAR HILL RD EXINGTON KY 40516-9721			9B. DATED (SEE	ITEM 11)	)
			104 1000 000		connen i io
			X 10A, MOD, OF C H92254-09-D-00	ONTRACI 01-0804	ORDER NO.
			10B. DATED (SE	EE ITEM 1	3)
DE 622B7	FACILITY CO	DE	X 15-Feb-2013		
11	. THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF SOLI	CITATIONS		
The above numbered solicitation is annualed as set for	th in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not extend	led.
Offer must acknowledge receipt of this amendment pri					
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a		ent; (b) By acknowledging receipt of this anundra			
RECEIVED AT THE PLACE DESIGNATED FOR T				DE	
REJECTION OF YOUR OFFER. If by virtue of this:				τ,	
provided each telegramor letter makes reference to the		idnant, and is received prior to the opening hour r	md date specified.		
ACCOUNTING AND APPROPRIATION D	ATA (If required)				
		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT:			
A. THIS CHANGE ORDER IS ISSUED PURS				DEINTH	F
CONTRACT ORDER NO. IN ITEM 10A	· (qua)				_
B. THE ABOVE NUMBERED CONTRACT/	ORDER IS MODIFIED	TO BEEL BOT THE ADMINISTRATE	TE CHANCES (such as	-hi	
office, appropriation date, etc.) SET FOR				Changes in	раушд
C. THIS SUPPLEMENTAL AGREEMENT I	S ENTERED INTO P	URSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification an	dauthority)				
MPORTANT: Contractor   x   is not.	is recrired to six	en this document and return	copies to the issuing o	office	
-					
DESCRIPTION OF AMENDMENT/MODII where feasible.)	FICATION (Organized	d by UCF section headings, including solid	itation/contract subject	t matter	4
Modification Control Number: bgroves 1					
ne purpose of this modification is to update	the inspection/accept	tance information.			
_	_	_	_	_	
_	ctur	al cont	ract	• •	
<b>A</b>	LLU	ai Culit	ıacı		
opt as provided herein, all terms and conditions of the	document referenced in Item	n9A or 10A, as heretofore changed, remains uncha	nged and in full force and of	ect.	
A. NAME AND TITLE OF SIGNER (Type o	r print)	16A. NAME AND TITLE OF CO		R (Type o	r print)
		BRIAN D. WADE / CONTRACTING OFFICE			
	100 0 100 000	TEL: (859)566-5101	EMAL: brian.wade@s		
3. CONTRACTOR/OFFEROR	15C. DATE SIGNE	1	RICA	16C	DATE SIGNED
	_	BY OOW-	d	28	-Feb-2013
(Simptime of person authorized to sim)	1	(Signature of Contracting Of	ficar)	1	

	_	Documentation er for 'W15QK		Logout ms. sorted	by Contract Number	Ascending)														
em	Туре	Vendor (Payee)		DUNS+4	<u> </u>		Shipment Number	Submitted	Shipped	Accepted	Status	Purge	Hold	Invoice Number	Submitted	Received	Status	Purge	Hold	Amo
	Invoice 2in1	1JWE2	043232482		W15QKN12C0070		SERA010	2013-04-08	2013-03-29		Submitted		Н	405406		2013-04-08	Submitted		Н	\$ 93,494
2	Invoice 2in1	1Y4J5	112136572		W15QKN12C0085		SER0003	2013-04-04	2013-02-11		Submitted		Н	UCC0003		2013-04-04	Submitted		Н	\$ 33,000
3	Invoice 2in1	4UYY6	786997739		W15QKN12C1002		PICATMAR13	2013-04-03			Submitted		Н	PICATMAR13		2013-04-03	Submitted		Н	\$ 20,414
	Invoice 2in1	343U1	171507960		W15QKN12D0001	0001	<u>SER1266Z</u>	2013-04-10			Submitted		H	<u>SER1266Z</u>		2013-04-10			Н	\$ 4,018
	Invoice 2in1	343U1	171507960		W15QKN12D0001	0004	SER1267	2013-04-10			Submitted		H	SER1267		2013-04-10	Submitted		<u>H</u>	\$ 4,50
ì	Invoice 2in1	343U1	171507960		W15QKN12D0001	0007	<u>SER1268Z</u>	2013-04-10			Submitted		H	<u>SER1268Z</u>		2013-04-10			<u>H</u>	\$ 3,424
}	Invoice 2in1 Invoice 2in1	343U1 343U1	171507960 171507960		W15QKN12D0001 W15QKN12D0001	0009 0010	SER1269 SER1270	2013-04-10			Submitted Submitted		<u>H</u>	SER1269 SER1270		2013-04-10	Submitted Submitted		H	\$ 9,660
)	Invoice 2in1	343U1 343U1	171507960		W15QKN12D0001	0010	SER1270 SER1271	2013-04-10			Submitted		H	SER1270 SER1271		2013-04-10	Submitted		Н	\$ 37,74
)	Invoice 2in1	24290	187675624		W15QKN12D0001	0002	SERS003	2013-04-10			Submitted		Н	13060		2013-04-10			н	\$ 21.13
	Invoice 2in1	1VMH9	044528792		W15QKN12D0027	0011	SER\$408	2013-04-09			Submitted		Н	32241IN		2013-04-09	Submitted		Н	\$ 52.17
	Combo D/D	3KEK1	129708587		W15QKN12D0042	0001	SLK0012	2013-04-08			Submitted		Н	11110112		2013-04-08	Processed			\$ 36.57
	Invoice 2in1	8T303	040403800		W15QKN12F0001		64720		2013-04-10		Submitted		Н	64720		2013-04-10			н	\$ 72.69
	Invoice 2in1	0ECV6	177049236		W15QKN12F0047		SER0006	2013-04-08	2013-03-31		Submitted		Н	0006	2013-04-08	2013-04-08	Submitted		Н	\$ 851,90
,	Invoice 2in1	3GY33	134662993		W15QKN12P0059		5834B	2013-04-10	2012-10-31		Submitted		Н	5834B	2013-04-10	2013-04-10	Submitted		Н	\$ 2,95
6	Combo D/D	1S2H9	010230287		W15QKN13C0003		AAA0315	2013-04-08	2013-04-08		Submitted		Н	OMT435	2013-04-08	2013-04-08	Processed			\$ 124,98
	Combo D/D	1RYA6	172413759		W15QKN13C5000		15021085A	2013-04-09	2013-03-18		Submitted		Н	15021085A	2013-04-09	2013-04-09	Suspended			\$ 142,46
3	Combo D/D	51439	038527537		W15QKN13P0005		FT12786	2013-03-27	2013-03-26 E		Submitted		<u>H</u>	<u>52786</u>	2013-03-27	2013-03-27	Suspended			\$ 26,96
)	Combo D/D	51439	038527537		W15QKN13P0005		FT12850	2013-03-27	2013-03-27		Submitted		<u>H</u>	<u>52850</u>	2013-03-27	2013-03-27	Suspended			\$ 37,16
00	Invoice 2in1	4AB54	190052941		W52P1J11D0046	0001	102016	2013-04-08	2013-04-08		Submitted		<u>H</u>	102016	2013-04-08	2013-04-08	Submitted		<u>H</u>	\$ 51,30
						0001													Н	
st P		3 04 05 06 07	Next Last																[-] SI	nipment



#### What to Look for on iRAPT Invoices

- Inflated/unrealistic labor hours or unrealistic labor category
- Unsupported ODCs (e.g., poor
- descriptions
  that cannot be tied to specific
- tasks)

the

- Unauthorized overtime charges
- Management hours that are disproportionate to the hours of
- personnel performing the work
- Duplicate invoice or incorrect

- Mathematical errors
- Incorrect price (e.g., proposed versus
- negotiated)
- Wrong CLIN or sub-CLIN
- No POC for defective invoices
- No date
- Incorrect or missing shipment information
- No remittance address
- Prompt pay discounts that are not

offered

#### Acceptor - Invoice 2-in-1



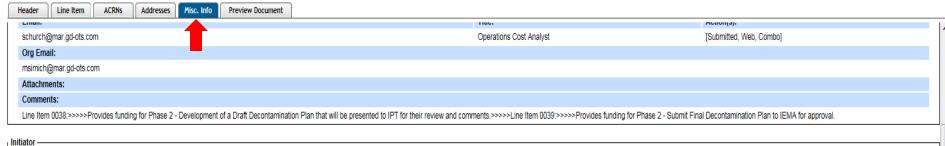
					Total (\$).	4,010,30					
Item No.	Stock Part No.	Туре	Qty. Delivered	Unit of Measure	UofM Code	Unit Price (\$)	Amount (\$)				
0001	Services	SV	1	Lot	LO	4,018.56	4,018.56				
	AAI	SDN	ACRN	PR Number	GFE	Advice Code					
			AA		N						
	Description										
	Services provided from 1 March - 19 March 2013 for Quality Management System Support to Benet Laboratories. Note - Firm Fixed Price invoice amount adjusted to reflect expectation of a no cost extention from 19 December 2012 to 19 March 2013. Final Invoice										



#### Acceptor - Receiving Report

Name:

Acceptor



Phone #:

DSN:



Comments:

CLIN 0038:>>>>DU Cleanup Phase 2>>>>>Development of a Draft Decontamination Plan that will be presented to IPT for their review and comments

Date of Action:



Add comments here!

Save Draft Document

Comments:

#### Wide Area Workflow 5.4.0

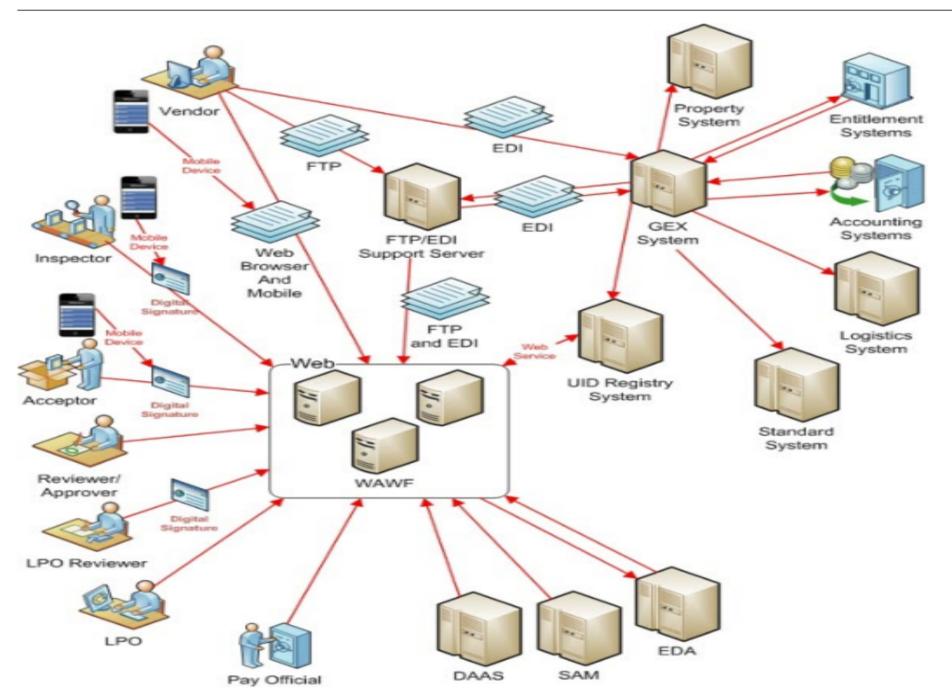
Submit Save Draft Document

Previous

Print Help

User Government Documentation Lookup Logout Acceptor - Receiving Report Header Line Item **ACRNs** Addresses Misc. Info Preview Document NG: This document was created as a COMBO. If rejecting to Initiator, the associated document should be reviewed for potential changes. Contract Number Type **Delivery Order** Reference Procurement Identifier Issue Date Inspection Point Acceptance Point Contract Number D D DoD Contract (FAR) W15QKN12C0036 2012/01/03 Shipment Number Shipment Date **Final Shipment Estimated Delivery Date** Supplies Service AAA0317 2013/05/13 N 2013/05/13 0 0 Invoice Number Invoice Date Final Invoice OMT437 2013/05/13 N Submit Transportation Data Later TCN Gross Weight Transportation Method/Type Serial Shipping Container Code Transportation Leg Standard Carrier Alpha Code Bill of Lading Number Bill of Lading Type Secondary Transportation Tracking Number Tracking Type **Tracking Description** Hazardous Material Refrigerated Perishable Summary of Detail Level Information Total (\$) 91,620.00 1 CLIN/SLIN(s) Routing Information Role **Location Code** Extension Name 1S2H9 OMNITEK PARTNERS LLC Payee Pay Official HQ0337 DFAS - COLUMBUS CENTER Admin S3309A DCMA GARDEN CITY Issue By W15QKN W4GG TACOM PICATINNY Ship To W15QKN W4GG TACOM PICATINNY W15QKN Accept By W4GG TACOM PICATINNY \* = Required Fields ACTION BY: W15QKN \* Has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents CQA Date Received Acceptance Date Certificate Signature Acceptance YYYY/MM/DD YYYY/MM/DD Signature Of Authorized Government Representative Reject to Initiator Submit Without Preview V

#### WAWF Functional Information







#### System Generated Email

Subject: W15QKN12C0083\ \1KQ56\ \CI2N1\SER0008\0008\ \ \Processed

Action DoDAAC\Ext:

Document Type: Invoice 2-in-1 (Services Only)

Status: Processed

Acceptance Date: 2013/11/04

Processed Date: 2013/11/22

Contract Number: W15QKN12C0083

Delivery Order Number:

Contract Issue Date: 2012/08/22

Vendor CAGE\Ext: 1KQ56

Shipment Number: SER0008

Shipment Date: 2013/10/28

Invoice Number: 0008

Invoice Date: 2013/10/28

Has been Recalled and Processed by Dawan Mateen on 2013/11/22. Status is Processed.

Access the site at https://wawf.eb.mil

Thank you for your prompt attention.



#### Check On Learning

- A CORs must <u>not</u> accept or approve products/supplies unless he or she has what?
- The COR must ensure all invoices receive what?



#### Questions?





## Contractor Manpower Reporting (CMR)

#### Reporting tool that:

- Accounts for and explains the total contractor workforce
- Allows for more informed staffing and funding decisions
- Provides oversight to avoid
  - ✓ Duplications of effort
  - ✓ Shifting of federal staff reductions to contracts

Required by Sec Army memo dated 7 Jan 2005 (Accounting for

Contract Services) to improve the Army's visibility of Regulired to all DoD per ASALT memo 28 Nov 2012



#### CMR Continued

- Reporting is required of all service contracts
  - ✓ Includes contracts for goods with defined requirements for services
- All reports are made in the Contractor Manpower Reporting Application (CMRA)
  - ✓ Classified contracts are **NOT** reported to CMRA
- One report per action for every fiscal year with performance
  - ✓ Data is to be entered by 31 Oct

Failure of a required contactor to report = failure to comply with contractual terms





#### CMR COR Responsibilities

#### The COR must:

- Determine if CMR authority delegated (Appointment Letter)
- Validate contract information in CMRA
  - ✓ Contractor enters his contractual data in CMRA
- Validate man-hour data in CMRA using invoices
- ✓ Contractor enters his man-hour data in CMRA

- Enter Fund Cite Data in CMRA
- Enter summary of report/email confirmations into COR Tool





### **CMR Fund Cite Entry**





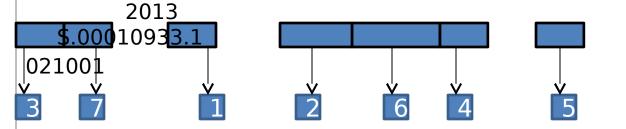


#### CMR Continued

#### FUND CITE: Bottom of Page 1 – Form 1095G:

#### **Accounting Classification - Army (SFIS)**

APROP LMT SUB SUPPL ACCT CLASS



L032099898

- 1) Basic Symbol 5) Element of Resource (EOR)
- 2) Operating Agency 6) Army Management Structure Code (AMSCO)
- 3) Department 7) Fiscal Year (FY) Dollars
- 4) Management Decision Point (MDEP)



#### Check On Learning

- Who is responsible for most of the Data Entry relating to CMR?
- When reviewing your contractor's man-hour entries in CMRA,

you notice that he is under-reporting when compared to what

he has invoiced for. What do you do?



### Questions?





#### **CPARS**

https://www.cpars.gov (CPARs Training Link)

Contractor Performance Assessment Reporting System (CPARS):

Web-enabled application that collects and manages a library of contractor report cards and contractor performance assessment reports (CPAR) (Services, 11, Operations Support and Systems)

• ACASS (Architectural & Engineering Evaluations)

CCASS (Construction Evaluations)

Why Evaluate Contractor Performance?

Required by Office of Federal Procurement Policy and Federal

- Treated as Source guisition Regulations IAW FAR 3.104
- Used to make future contract awards
- Proprietary May Not Be Transmitted Via standard Email
- Retained for 3 Years After Contract Completion
- CPARs for Classified Programs NOT Entered into CPARS Automated System



#### Past Performance

 The Government relies on past performance data to assist with

making award decisions. Therefore, in support of future

acquisition efforts, the performance of contractors under current

contracts should always be documented.

The COR will be tasked with collecting and reporting contractor

performance information. The COR should be fair in assigning a

performance rating and should provide narrative



# CPAR COR Responsibilities

CPARTITIONS KNOWN WASSASSINGS OF METERS RepubliCOR) Link)

#### A COR must:

- Determine if CPAR authority delegated (Appointment
- Maintain file with performance notes
- Draft Assessment when requested
  - ✓ Blocks 18 & 20 Ratings and Narratives
  - ✓ 24,000 Character Limit (approximately 4 pages)
- Send Assessment to Assessing Official (PCO)
- Redraft ratings after a valid contractor comment
  - ✓ Usually not needed if the rating and narratives are done properly. the first time
- Complete CPARs Within 120 Calendar Days After the End of the Assessment Period

CPARs, vou



#### **CPAR Content**

#### Report Content

- As requested by PCO
- Parameters to be evaluated specified by PCO
- Evaluate only period requested
- Evaluate Prime Contractor Performance ONLY
- For joint ventures, each contractor must be evaluated using same criteria

#### CPAR must document contractor behavior including:

- Conform to contracting requirements & standards of good workmanship
- Forecasting and control of costs
- Adherence to contract schedules
- History of reasonable and cooperative behavior and commitment to customer satisfaction
- Business-like concern for the interest of customer





#### CPAR Content Continued

If monthly reports are made, the CPAR practically writes itself!

(meaning: the data could be used to assist with the write-up)
Comments should be:

- Submitted regularly; contractually based and professional
- Applicable to the monthly reporting period; performance based
- Specific, fully detailed, and stand alone; based on information gathered during audits, when possible, and supported by the checklist comments

#### Comments **should NOT** be:

- Beyond the scope of the contract
- Requesting information that is not applicable to the contract; requesting contractor personnel actions (e.g., hiring, firing, or disciplinary action)





### DoD CPAR Checklist

Contractor Performance Assessment			
Cost control.			
Timeliness (schedule/delivery). Is the contractor on schedule to meet contractual			
requirements? Did the contractor meet the contractual delivery requirements?			
Does the contract include a reward for early delivery, or a penalty for late delivery?			
Quality. Do the supplies or services meet the requirements? Do they conform to			
the contract specifications, standards, SOO/SOW/PWS, and quality assurance			
plan?			
Business relations. Is the contractor responsive, professional, and courteous?			
Management of key personnel. Are technical experts highly qualified and effective			
in performing the required services? Do they meet the skill level stated in the			
contract? Are an appropriate number of personnel assigned to the project? Do			
delivered supplies reflect the skill and standardization required by the customer?			
Customer satisfaction. Will the customer be satisfied in terms of cost, quality, and			
timeliness of the delivered supplies or services? What percentage of the			
deliverable meets the customer's expectations? How long has the contractor taken			
to answer any customer complaints? How many customer complaints have there			
been?			
Compliance. Has the contractor complied with Occupational Safety and Health			
Administration, Environmental Protection Agency, Department of Labor, and other			
pertinent regulations?			





# CPARS Rating Definitions

Rating	Contract Requirements	Problems	Corrective Actions
Exceptional	Exceeds Many - Gov't Benefit	Few Minor	Highly Effective
Very Good	Exceeds Some - Gov't Benefit	Some Minor	Effective
Satisfactory	Meets All	Some Minor	Satisfactory
Marginal	Does Not Meet Some - Gov't Impact	Serious: Recovery Still Possible	Marginally Effective; Not Fully Implemented
Unsatisfactory	Does Not Meet Most - Gov't Impact	Serious: Recovery Not Likely	Ineffective



#### CPARS Continued

# Narratives...the MOST important part of the CPAR!

- Addresses contractor performance
  - √ Keep it Recent
  - √ Keep it Relevant
- Collect input from entire program/project Team
- Provide reader a <u>complete</u> understanding of the contractor's performance would someone unfamiliar with the action understand?
- Ratings credible and justified
- Must Be: Accurate, Fair and Comprehensive



# CPARS Sample Assessment Sample Assessment: Quality

#### Quality - Rating: Exceptional

The contractor is exceptional.

They continually provide high quality training and services.

#### **Sufficient? Yes or No**



#### CPARS Continued

#### No, Not Sufficient!

#### Missing:

- Details to support rating
- Detail to tell complete story
- Supporting documentation/metrics





#### CPARS Continued

#### Sufficient

#### **Quality - Rating: Exceptional**

Contractor has provided exceptional quality to our 40 worldwide locations during this reporting period. For example, Super Trainer (ST) requirements were changed and Contractor adjusted to providing 15 training sessions per month versus 10 without additional cost through use of an "express set up" module which requires less instructor preparation time. This allowed users to be trained 3 months more quickly than required. The contractor also aggressively represented the government's interest in dealing with their vendor to correct a software malfunction. They worked with the vendor to revise the terms and conditions of the warranty clause to correct errors with no cost to the government. They also implemented a new risk management system which reduced potential risk actions by 50%. This also saved the



#### CPARS Continued

### Sample Assessment: Schedule

#### Schedule - Rating: Very Good

In our opinion, the contractor has done really well in terms of schedule. The Training Manager, Jack Jones is pleasant and easy to work with. He adapts to our schedule changes amazingly and never complains. He also went above and beyond and fixed our printer and fax without charging the government and he continued to meet all the contract objectives in the interim. Great job!

#### **Sufficient? Yes or No**



#### CPARS Continued

#### No, Not Sufficient!

#### Missing:

- Details to support rating
- Supporting documentation/metrics

#### Additional issues:

- Using Individual Names (Use position title instead)
- Work Outside Contract Scope
- Subjective Phrases



#### CPARS Continued

#### Sufficient

#### Schedule - Rating: Very Good

Contractor successfully executed the delivery and training requirements for this period ahead of schedule. For example, there were 20 training site visits scheduled for this period however, the contractor conducted 31 visits in the same period of time. The contractor also met 100% of the 13 contract data requirements in a 45 day timeframe versus the 60 days allotted. This resulted in data requirements 14-20 being completed earlier than anticipated. This was done with minimal supervision by the program office hence allowing more time for additional projects. A 20 site preventative maintenance visit ran behind schedule for the first 8 months of the reporting period due to equipment failures, but Contractor management was able to bring the visit back on schedule due to implementation of an aggressive quality management system and



#### CPARS Continued

# Narrative Hints (Take the training from the CPARS site)Communication

- - ✓ Throughout the Performance Period
  - ✓ With Contractor and Within Government
- Documentation
  - ✓ Record Significant Metrics / Events
  - ✓ Use titles or positions Avoid Names
  - ✓ Throughout the Performance Period
  - "The CPAR Should Write Itself"



### Check On Learning

- Your contract specialist, also an AOR, has initiated the CPAR
- process and has told you to send your evaluation in a word file
- to him and the rest of the IPT for comment before he enters it
  - into the system. Is this allowable?
- What is the MOST important part of the CPAR?
- If the COR maintains clear monthly reports, the



### Questions?



# Monitoring Construction Contracts

#### **Performance and Payment Bonds:**

The Miller Act requires contractors to furnish performance and payment bonds for construction contracts over \$150,000

- Bonds are similar to an insurance policy
- A written instrument between the contractor and a thirdparty surety
- Ensure fulfillment of the contractor's obligation to the government
  - and to suppliers of labor and material for a given project
- Required in the amount of 100% of original contract price
- Protects the Government from default by the prime contractor
- Protects subcontractors if not reimbursed by the prime





### Contractor Inspection

When construction contracts in excess of the simplified acquisition threshold, the contractor is required by FAR 52.246-12, (Inspection of Construction) to maintain an inspection system:

The <u>Contractor</u> is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts.

- Contractor must maintain records of these inspections
- Contractor must make records of inspection available to the government
- At a minimum the records must indicate:
  - Nature of the observations
  - Number of observations made
  - Number and types of deficiencies found

he COR must ensure that the contractor complies with this contract requiremer

Acceptability of work



### Government Inspection

FAR 52.246-12, (Inspection of Construction) "All work...is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract."

- Government inspections and tests are for the sole benefit of the Government and <u>do not</u>:
  - Relieve the Contractor of responsibility for providing adequate quality control measures
  - Relieve the Contractor of responsibility for damage to or loss of the material before acceptance
  - Constitute or imply acceptance

The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work.

required by the Contracting Officer.



#### Correction of Deficiencies

FAR 52.246-12, (Inspection of Construction) "The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements."

- The government can accept nonconforming work with appropriate adjustment in contract price
- If the Contractor does not promptly replace or correct rejected work, the

Government may:

Only the new termine week, the keap distributes the cost to the Contractor's right to proceed



### **COR Compliance Checks**

The COR must make the following compliance checks for construction contracts:

- Check work sites for required postings
- Review the contractor's certified payrolls
- Conduct labor standard interviews
- Compare payrolls and onsite interviews
- Resolve discrepancies/violations



# Liquidated Damages

Liquidated damages are amounts agreed to and settled on in advance to avoid litigation

- They are based on the damage one party may incur if the other does not complete the contract on time
- Are required in DoD construction contracts over \$500,000
- The Government is entitled to the amount of liquidated The COR must keep accurate notes and records, including adequate daily records of weather or any conditions that may affect the completion of the contract.

For example, contractors normally dispute the number of days that have been assessed and not the liquidated damage rate





#### **Progress Payments**

FAR 52.232-5, "Payment under Fixed-Price Construction Contracts"

 Provides that the contractor is entitled to progress payments monthly as the work

proceeds, or at more frequent intervals as determined by the PCO

- Requires the contractor, with request for progress payment, to certify:

  If the contractor ab is an expectation as expectation as expectation.
  - termsin FAR 52.232-5, PAYMENT SHALL NOT BE MADE.
- ✓ That subcontractors have/will be paid.
   The COR must screen each invoice and the certification, and compare the total amount

invoiced with the progress reports to ensure that the percentage of the amount

invoiced is not excessive relative to the percentage of work accomplished

ne COR must forward a copy of each receipt and acceptance document to the ontracting Officer concurrent with forwarding the document to the paying office delivered to the job site, and monetary amounts are accurately stated





#### Check On Learning

- The Government shall perform all inspections and tests in a manner that will not \_\_\_\_\_\_\_?
- Only \_\_\_\_\_ can accept nonconforming work, make adjustments to, or terminate the contract.
- What compliance checks must the COR make for construction contracts?
- The COR must keep accurate \_\_\_\_ and \_\_\_, including adequate daily records
   of weather or any conditions that may affect the completion of



### Questions?